

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM807333

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bongo Learn, Inc.		04/27/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Western Alliance Bank		
<b>Street Address:</b>	One East Washington Street, Suite 1400		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97368120	PHRASEGEN	
<b>Serial Number:</b>	97367957	AUTO ANALYSIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	JAY DASILVA		
<b>Address Line 1:</b>	1025 CONNECTICUT AVE., NW, STE. 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	WASHINGTON, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1957646 TM		
<b>NAME OF SUBMITTER:</b>	Yvette Stohler		
<b>SIGNATURE:</b>	/Yvette Stohler/		
<b>DATE SIGNED:</b>	05/02/2023		
<b>Total Attachments: 9</b>			
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## **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, this “Agreement”), dated as of April 27, 2023, is by and between BONGO LEARN, INC. (successor by conversion to eduPresent, LLC, a Colorado limited liability company), a Delaware corporation, as grantor (the “Grantor”), and WESTERN ALLIANCE BANK, an Arizona corporation (as assignee of Webster Bank, National Association, as successor-by-merger to Sterling National Bank), as lender (the “Lender”).

### **RECITALS**

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of May 9, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “Loan Agreement”), by and among Grantor, as borrower, the other loan parties a party thereto from time to time, and the Lender (as assignee of Webster Bank, National Association, as successor-by-merger to Sterling National Bank), as lender, among other things, the Lender has agreed to make certain advances of money and to extend certain financial accommodations to the Grantor in the amounts and manner set forth in the Loan Agreement. Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

WHEREAS, the Lender is willing to extend and to continue to extend financial accommodations to the Borrower, but only upon the condition, among others, that the Grantor shall grant to the Lender a security interest in certain Copyrights, Patents and Trademarks owned by the Grantor to secure the obligations of the Grantor under the Loan Documents.

WHEREAS, pursuant to the terms of the Loan Agreement, the Grantor has granted to the Lender a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Documents now existing or hereafter arising, the Grantor hereby represents, warrants, covenants and agrees as follows:

### **AGREEMENT**

1. This Agreement amends and restates, without novation, that certain Intellectual Property Security Agreement, dated as of May 9, 2022, between Grantor and Lender (as assignee of Webster Bank, National Association, as successor-by-merger to Sterling National Bank), which was originally recorded with the US Patent and Trademark Office on May 18, 2022 at Reel and Frame numbers 059945/0152 and 7725/0324.

2. To secure the payment and performance of the Obligations, the Grantor grants and pledges to the Lender a continuing security interest in all of the Grantor’s right, title and interest in, to and under, whether now owned or existing or hereafter created, acquired or arising, those

Copyrights, Patents and Trademarks listed on Exhibits A, B and C attached hereto, respectively, including without limitation, all proceeds and products thereof (such as, by way of example but not by way of limitation, license fees and royalties and proceeds of infringement suits), the right to sue for past, present and future infringements thereof, all goodwill of the business of the Grantor associated with the Trademarks, all rights corresponding thereto throughout the world and, with respect to the Patents, all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

3. This security interest is granted in conjunction with the security interest granted to the Lender under the Loan Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest granted pursuant to this Agreement are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Loan Documents, the provisions of the Loan Documents shall control. Each right, power and remedy of the Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by the Lender, of any or all other rights, powers or remedies.

4. The Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all Intellectual Property for which the Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, or the patent, trademark or copyright offices of any other jurisdiction, except for such intellectual property rights that have been abandoned or cancelled prior to the Closing Date and any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act, with the United States Patent and Trademark Office.

5. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights and any other governmental officials to record and register this Agreement upon request by the Lender.

**6. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND ENFORCED AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF NEW YORK.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE GRANTOR IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR BOTH PARTIES TO ENTER INTO THIS AGREEMENT.**

7. The following are the addresses for any notices with respect to this Agreement:

Address of the Grantor:

Bongo Learn, Inc.  
815 14th Street SW  
Suite D300  
Loveland CO 80537  
Attention: Chief Financial Officer

Address of the Lender:

Western Alliance Bank  
One East Washington Street  
Suite 1400  
Phoenix, AZ 85004  
Attention: Legal Department

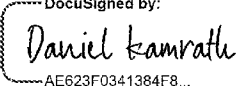
8. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, facsimile or other electronic transmission (including .PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each party has caused this Amended and Restated Intellectual Property Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

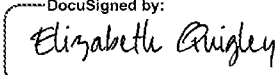
GRANTOR:

**BONGO LEARN, INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Daniel D. Kamrath  
Title: Chief Financial Officer and Secretary

LENDER:

**WESTERN ALLIANCE BANK**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Elizabeth Quigley  
Title: Vice President

*[Signature Page to Amended and Restated Intellectual Property Security Agreement]*

**EXHIBIT A**  
**COPYRIGHTS**

**None**

**EXHIBIT B****PATENTS**

<b>Title</b>	<b>Jurisdiction</b>	<b>Filing Date</b>	<b>Application Number</b>	<b>Publication Date</b>	<b>Publication Number</b>
Interactive oral presentation display system	Australia	10/27/11	AU2011320948	12/22/16	AU2011320948B2
Layered multimedia interactive assessment system	Australia	6/10/13	AU2013274565	2/25/16	AU2013274565B2
Collaborative group video production system	Australia	2/4/15	AU2015214261	9/19/19	AU2015214261B2
Interactive oral presentation display system	Australia	1/15/19	AU2019200258	8/13/20	AU2019200258B2
INTERACTIVE ORAL PRESENTATION DISPLAY SYSTEM	Canada	10/27/11	CA2853480	4/28/20	CA2853480C
LAYERED MULTIMEDIA INTERACTIVE ASSESSMENT SYSTEM	Canada	6/10/13	CA2914902	5/5/20	CA2914902C
COLLABORATIVE GROUP VIDEO PRODUCTION SYSTEM	Canada	2/4/15	CA2949204	8/24/21	CA2949204C
Interactive oral presentation display system	USA	10/27/11	US13823460	10/4/16	US9459754B2
Layered multimedia interactive assessment system	USA	3/15/13	US13842846	12/8/15	US9207834B2
Collaborative group video production system	USA	2/6/14	US14174127	1/29/19	US10191647B2
Layered multimedia interactive assessment system	USA	12/4/15	US14960234	11/5/19	US10467920B2
Reduced bias submission review system	USA	4/16/18	US15954210	1/12/21	US10891665B2
Collaborative group video production system	USA	12/26/18	US16232994	7/7/20	US10705715B2



Reduced bias submission review system	Australia	4/18/18	AU2018419659	10/22/20	AU2018419659A1
Collaborative group video production system	Australia	12/19/19	AU2019283947	1/23/20	AU2019283947A1
Presentation assessment and valuation system	Australia	9/23/19	AU2019351790	1/28/21	AU2019351790A1
REDUCED BIAS SUBMISSION REVIEW SYSTEM	Canada	4/18/18	CA3097117	10/24/19	CA3097117A1
PRESENTATION ASSESSMENT AND VALUATION SYSTEM	Canada	9/23/19	CA3106719	4/9/20	CA3106719A1
Interactive Oral Presentation Display System	USA	10/3/16	US15284408	1/26/17	US20170025027A1
Layered Multimedia Interactive Assessment System	USA	10/17/19	US16655354	2/13/20	US20200051452A1
Interactive Oral Presentation Display System	USA	10/10/17	US15729149	2/1/18	US20180033323A1
Reduced Bias Submission Review System	USA	12/10/20	US17117416	3/25/21	US20210090137A1
Asynchronous Video Communication Integration System	USA	9/8/14	US14480509	8/6/15	US20150222682A1
Presentation Assessment And Valuation System	USA	10/3/18	US16151226	4/9/20	US20200111386A1
COLLABORATIVE GROUP VIDEO PRODUCTION SYSTEM	EU	2/4/15	EP15746331	9/20/17	EP3103081A4
REDUCED BIAS SUBMISSION REVIEW SYSTEM	EU	4/18/18	EP18915584	1/12/22	EP3782018A4
PRESENTATION ASSESSMENT AND VALUATION SYSTEM	EU	9/23/19	EP19868267	8/11/21	EP3861427A1
Interactive Oral Presentation Display System	USA	8/16/22	US17889107	N/A	N/A



**EXHIBIT C**  
**TRADEMARKS**

<b>Trademark Description</b>	<b>Jurisdiction</b>	<b>Filing No.</b>	<b>Filing Date</b>	<b>Issue/Reg. Date</b>	<b>Issue/Reg. No</b>
BONGO	USA	87801438	2/16/18	8/20/19	5840476
PHRASEGEN	USA	97368120	4/18/22	N/A	N/A
AUTO ANALYSIS	USA	97367957	4/18/22	N/A	N/A